

**VOLUNTARY CLEANUP CONTRACT
08- 5734-NRP**

**IN THE MATTER OF
Connector Plus (Oakvale) Property, Greenville County
and
Greater Greenville Sanitation Commission**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and the Greater Greenville Sanitation Commission, pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710, et seq. (2002 and Supp. 2005), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C §§ 9601, et seq., and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200 (2002), with respect to the Property located on S. Old Piedmont Highway approximately six-tenths of a mile south of Interstate 85 in Greenville County, South Carolina. The Property includes portion of three parcels identified by Tax Map Serial Numbers WG10020100100, WG10020100103, and WG10050100100. The Property includes approximately 110 acres and is bounded generally by residential and commercial properties along Oakvale Road to the north, S. Old Piedmont Highway to the east, Sagitairus Way and Stables Roads to the south, and the Southern Connector Highway (I-185) to the west. In entering this Contract, the Department relies on the representations of the "Information and Certification" of September 28, 2007 by the Greater Greenville Sanitation Commission, which is incorporated into this Contract and attached as Appendix A.

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them in CERCLA, including any amendments, or in the regulations promulgated thereunder.

A. "GGSC" shall mean Greater Greenville Sanitation Commission.

- B. "Bona Fide Prospective Purchaser" shall have the same meaning as that in CERCLA, Section 222.
- C. "Contract" shall mean this Voluntary Cleanup Contract.
- D. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- E. "Existing Contamination" shall mean any hazardous substances, pollutants or contaminants (as defined herein), present or existing on or under the Site as of the execution date of this Contract.
- F. "Hazardous Substance" means
- a. Any substance designated pursuant to section 311(b)(2)(A) of the Federal Water Pollution Control Act [33 U.S.C. 1321(b)(2)(A)],
 - b. Any element, compound, mixture, solution, or substance designated pursuant to section 9602 of this title,
 - c. Any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act [42 U.S.C. 6921] (but not including any waste the regulation of which under the Solid Waste Disposal Act [42 U.S.C. 6901 et seq.] has been suspended by Act of Congress),
 - d. Any toxic pollutant listed under section 307(a) of the Federal Water Pollution Control Act [33 U.S.C. 1317(a)],
 - e. Any hazardous air pollutant listed under section 112 of the Clean Air Act [42 U.S.C. 7412], and,
 - f. Any imminently hazardous chemical substance or mixture with respect to

which the Administrator has taken action pursuant to section 7 of the Toxic Substances Control Act [15 U.S.C. 2606]. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

- G. "Non-Responsible Party" (or "NRP") shall mean any party which is neither:
- a. A responsible party at the time the voluntary cleanup contract is signed, including lenders, economic development agencies, fiduciaries, trustees, executors, administrators, custodians, subsequent holders of a security interest; nor
 - b. A parent, subsidiary of, or successor to a responsible party.
- H. "Oversight Costs" shall mean those costs, both direct and indirect, incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract and any future amendments thereto.
- I. "Pollutant or Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under

subparagraphs (A) through (F) of paragraph (14) of CERCLA, Section 101, 42 U.S.C. Section 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.

- J. "Property" shall mean property as described in the Information and Certification attached as Appendix A, and that is subject to ownership, prospective ownership, or possessory or contractual interest of GGSC.
- K. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.
- L. "Responsible Party" shall mean:
 - a. The owner and operator of a vessel, as defined in CERCLA Section 101 (28), or a facility;
 - b. Any person who, at the time of disposal of any hazardous substance, owned or operated any facility at which such hazardous substances were disposed of;
 - c. Any person who, by contract, settlement, or otherwise, arranged for disposal or treatment or arranged with a transporter for transport for disposal or treatment of hazardous substances owned or possessed by such person, by any other party or entity, at any facility or incineration vessel owned or operated by such a party or entity and containing such hazardous substances; and/or
 - d. Any person who accepts or accepted any hazardous substances for transport to disposal or treatment facilities, incineration vessels, as defined in CERCLA Section 101 (38), or sites selected by such person from which there is a release, or a threatened release that causes the incurrence of

response costs, of a hazardous substance.

- M. "The Site" shall mean all areas where a contaminant has been released, deposited, stored, disposed of, placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA Section 101 (28).
- N. "Voluntary Cleanup" shall mean a response action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710, et seq. (2002 and Supp. 2005).
- O. "Work Plan" shall mean the plan for additional response actions to be conducted at the Property as described in Paragraph 5 of this Contract.
2. Based on the information known by and/or provided to the Department, the following findings are asserted for purposes of this Contract:
- A. Owners and operators on the Property are as follows:
- | | |
|--|----------------|
| Eva Good | 1910-1957 |
| Enoree Presbytery | 1957-1968 |
| Consolidated Capital Corporation | 1968-1974 |
| Clinton Stables Inc. & Freeman Family Properties, LP | 1974-2001 |
| Connector Plus LLC | 2001 - present |
- B. Available records show the Property has been undeveloped woodland for at least forty years. Approximately 39 acres along the eastern boundary were cleared and graded in the 1970's for possible industrial development, but the

construction plans were abandoned after installation of sub-surface drainage pipes. A five-acre hilltop at the Property's northwest corner was dug out for borrow dirt during construction of I-185 in 1999 and re-graded.

- C. A Phase I Environmental Site Assessment conducted by Bunnell-Lammons Engineering, Inc. (Sep. 18, 2007), reported several nearby and potentially upgradient properties with potential or recognized environmental concerns. The nearby properties include:

Bill S. Butts Property (includes warehouse structure of unknown use)
Campbell Crane Rental Company
B& D Boilers, Inc.
Thomas Sand Company
L.C. Diesel Service, Inc.
Ray Walker Trucking Service, Inc.
J. D. Grady Randolph Hauling Company
Vulcan Materials Quarry

- D. The nearby properties were listed as potential environmental concerns based on observations of industrial warehousing, light manufacturing, equipment and vehicle maintenance, petroleum fuel tanks and 55-gallon drums. Also, the Ray Walker Trucking Service property had been the subject of a 1978 court order requiring groundwater testing because of storage and spills of unspecified industrial chemicals while operated by the Sloan Construction Company, Inc.

- E. A Phase II Environmental Assessment conducted by Bunnell-Lammons Engineering, Inc. (Sep. 27, 2007), noted the presence of numerous debris piles on the Property containing tires, metal containers, junk cars and household-type refuse.

- F. The Phase II report included sample results from six temporary groundwater monitoring wells and three surface water samples collected on the Property. Various chlorinated organic compounds were detected in the groundwater and surface water samples including 110 ppb Tetrachloroethylene, 20.8 ppb Trichloroethylene, 73 ppb Vinyl Chloride, and 200 ppb of 1,1,1,-Trichloroethene. Based on the sample locations, two groundwater plumes are presumed to flow under the Property from off-site sources.
- G. GGSC intends to purchase the property to operate a regional composting facility on the Property to produce landscaping mulch. No permanent buildings are planned at this time, although mobile offices may be placed on the Property. A nature-walking trail for public use may be maintained around the property boundary. Portions of the Property may be used to grow crops for bio-diesel production and for soil enrichment.
3. GGSC is a Special Purpose District of the local county government with its principal place of business located at 1501 West Washington Street, Greenville, SC. GGSC is a Non-Responsible Party at the Site; it is not a parent, successor, or subsidiary of a Responsible Party at the Site; and it certifies that it is eligible to be a Bona Fide Prospective Purchaser for the Property. GGSC had no previous involvement with the Site, including but not limited to any such activities that may have resulted in any Existing Contamination at the Site.
4. GGSC agrees to submit to the Department for review and written approval within thirty (30) days of the execution date of this Contract a Work Plan for the Property that is consistent with the technical intent of the National Contingency Plan. The Work Plan shall be implemented upon written approval from the Department. The Work Plan shall include the names, addresses, and telephone numbers of the

consulting firm, the analytical laboratory certified by the Department, and GGSC's contact person for matters relating to this Contract. GGSC will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify GGSC in writing of any deficiencies in the Work Plan, and GGSC shall respond in writing within thirty (30) days to the Department's comments. The Work Plan and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly-licensed in South Carolina and shall set forth methods and schedules for accomplishing the following tasks:

- A. Remove general debris and any existing hazardous substances:
 - a. GGSC shall remove and properly dispose of debris piles scattered about the Property before putting the property into use. GGSC shall report to the Department the total amount waste removed from the property.
 - b. In the event that drums, tanks, or other containers and items that are potential sources of hazardous substances are found on the Property at any time during assessment or development activities, all shall be characterized and removed from the Property for proper use or disposal in accordance with applicable regulations.
 - i. Records documenting characterization and disposal of these items shall be provided to the Department within 30 days of removal.
 - ii. Should any release of hazardous substances occur or be identified before, during or after removal of these items, GGSC shall immediately notify the Department and shall assess the impact of the release in accordance with a Department approved plan. Sample locations and procedures to determine the extent of contamination shall be proposed and implemented under an addendum to the Work Plan.

B. Assess groundwater quality:

- a. Assessment shall include determination of groundwater flow direction and analysis of samples from a minimum of six permanent wells to be installed on the Property. Placement criteria of the wells shall be as follows:
 - i. Five wells shall be positioned to characterize groundwater quality conditions moving onto the Property along the northeast and southeast portions of the property. One well shall be positioned to characterize groundwater migrating from the property.
 - ii. The wells shall be screened at the transition zone between the saprolite and bedrock. If applicable to the site geology, the wells may be installed using direct-push methods. Lithologic logs or other appropriate documentation shall be provided to the Department to verify the suitability of the well screen placement.
 - iii. Samples from the monitoring wells shall be analyzed for the full suite of parameters on the EPA Target Analyte List and Target Compound List (TAL/TCL) with the exception of Pesticides and Herbicides. All analytical methods shall use appropriate detection levels to allow comparison to the criteria specified below.
- b. Groundwater quality results shall be compared to standards set forth in the South Carolina State Primary Drinking Water Regulations, R.61-58 or if not specified in R.61-58, to the EPA region IX Preliminary Remediation Goals for Tap Water.

C. Assess Sediment and Surface water quality:

- a. Co-located water and sediment samples shall be collected from a minimum of five locations along the surface water drainage pathway. Specific locations of the samples shall be as follows:
 - i. Three locations shall be from the corresponding locations SW-1, SW-2, and SW-3 as identified in the Phase II Environmental Assessment (Sep.

27, 2007.

- ii. One location shall be from the branch of the stream south of Sagitarius Way before it enters onto the Property.
 - iii. One location shall be from the branch of the stream draining the southeast portion of the Property. The sample location shall be upstream of the confluence with the stream entering from south of Sagitarius Way.
 - b. All samples shall be analyzed for the full TAL/TCL with the exception of Pesticides and Herbicides. All analytical methods shall use appropriate detection levels to allow comparison to the criteria specified below.
 - c. Surface water quality results shall be compared to the values set forth in the SC Water Classifications and Standards R.61-68, based on consumption of either "water and organisms" or "organisms only" as applicable for the water body. Sediment samples shall be compared to the Ecological Screening Values as included in EPA Region 4 Ecological Risk Assessment – Supplement to RAGS (<http://www.epa.gov/region4/waste/ots/ecolbul.htm>).
- D. Stop continuing releases and address contamination in a manner that is protective of human health and the environment, consistent with the intended future use of the Property:
- a. Based on the results of the assessment activities above, GGSC shall take reasonable steps, approved by the Department, to address the presence of hazardous substances:
 - i. In excess of appropriate human-health and ecological risk-based standards via all potential routes of exposure;
 - ii. In excess of appropriate standards for contaminant migration to groundwater; or
 - iii. In the event that presumptive evidence of a Non-Aqueous Phase Liquid (NAPL) is found in the subsurface under the Property. For purposes of

this clause, presumptive evidence of NAPL shall be defined as finding solvent concentrations at, or greater than, 1% of its solubility limit in any groundwater sample.

- b. In the event that any result exceeds these screening criteria, additional sample locations and procedures to determine the extent of contamination shall be proposed and implemented under an addendum to the Work Plan.
- c. Any action to address a source of continuing release shall be consistent with all laws and permitting requirements of the Department, including, but not limited to, stormwater management and waste disposal regulations. GGSC shall identify and obtain the applicable permits before initiating any actions.

E. Implement groundwater monitoring and/or abandon permanent monitoring wells:

- a. Based on the results of the assessment activities conducted pursuant to this Contract, implementation of a Department-approved groundwater monitoring program may be required, subject to the following:
 - i. The Department will not require a monitoring program unless there is a continuing release on the Property. For purposes of this clause, the Department will determine whether there is a continuing release using the criteria specified in sub-paragraph 4-D above.
 - ii. The Department shall have sole discretion in determining whether the magnitude of a documented continuing release is sufficient to warrant a monitoring program, and may waive or reduce the monitoring requirements for insignificant releases.
- b. If groundwater monitoring is not required and there are no further needs for any of the groundwater monitoring wells, GGSC shall abandon the monitoring well(s) in accordance with R.61-71 of the South Carolina Well Standards, dated April 26, 2002.

- F. Evaluate and control potential impacts to indoor air:
- a. In the event that the Department determines significant concentrations of volatile organic compounds are encountered in subsurface soil samples or groundwater samples, a statistically significant number of soil gas samples shall be collected from the proposed footprint of buildings to be constructed on the site. The Department will use the modified Johnson and Ettinger Model to determine "Significant concentrations" and the model will be constrained towards predicting commercial exposures consistent with the building construction likely to be employed on the site.
 - b. Soil gas samples shall be analyzed for all site related constituents including volatile organic compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a 10⁻⁶ risk for shallow gas samples (using an attenuation factor appropriate for the depth of the samples) as identified in Table 2c of EPA OSWER Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils (Subsurface Vapor Intrusion Guidance), <http://www.epa.gov/correctiveaction/eos/vapor.htm>.
 - c. An addendum to the Work Plan shall be submitted detailing the steps to be taken if the soil gas evaluation indicates contamination underlying the Property may impact indoor air quality.
5. GGSC shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. GGSC agrees that the Health and Safety plan is submitted for informational purposes only to the Department and the Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by GGSC.
6. GGSC shall inform the Department at least five (5) working days in advance of all

field activities pursuant to this Contract and shall allow the Department and its authorized representatives, if so desired, to take duplicates of any samples collected by GGSC pursuant to this Contract.

7. GGSC shall preserve all drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site that may provide environmental information, evidence of a Potentially Responsible Party's involvement at the Site, or may lead to the discovery of other areas of contamination at the Site. Before destruction of any such items, GGSC shall notify the Department of their location and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense.
8. Within ninety of days of Work Plan approval and quarterly thereafter, GGSC shall submit to the Department's project manager a written progress report that must include the following: (a) actions taken under this Contract during the previous reporting period; (b) actions scheduled to be taken in the next reporting period; (c) sampling, test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or not; and (d) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.
9. All correspondence which may be required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if delivered by (i) regular U.S. mail, (ii) certified or registered mail, postage prepaid, return receipt requested, (iii) or nationally recognized overnight delivery service company or by hand delivery to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing. All correspondence, four (4) copies of all Work Plans and Reports, and one (1) copy of

the Health and Safety Plan should be submitted to:

For the Department:

Craig V. Dukes

Bureau of Land and Waste Management

2600 Bull Street

Columbia, South Carolina 29201

For GGSC:

Cecil J. Leviner, Executive Director

Greater Greenville Sanitation Commission

1501 West Washington Street

Greenville SC 29601

10. The Department and GGSC recognize that public participation is an important component of the Voluntary Cleanup Contract. Specific functions of the Department and GGSC are as follows:

- A. The Department will seek public comment in accordance with S.C. Code Ann. § 44-56-750 (2002 and Supp. 2005) as outlined below:
 - a. Upon signature of this Contract by GGSC, the Department will provide notice for public participation by placing announcements describing the proposed Contract in newspaper(s) of general circulation within the affected community. A thirty-day period following the publication date of the announcement(s) will be provided for public comment and will precede the Department's scheduled date for execution of the Contract.
 - b. The Department may publicize the proposed Contract by any other means including, but not limited to, electronic mail, news releases, community

flyers, and door-to-door canvassing. Such actions may be done solely at the Department's discretion.

- c. A public informational meeting will be held if requested by twelve residents of South Carolina or an organization representing twelve or more residents of South Carolina. At the Department's discretion, public informational meetings may be held in the nearby communities for any other reason prior to the Department executing the contract. A public meeting may be requested at any time during the thirty-day comment period. In the event that a public meeting is deemed necessary, the Department will provide approximately two weeks advance notice of the meeting to the public and will extend the public comment period at least through the end of the day following the public meeting. The Department will not execute the contract during any public comment period. In addition, the Department may, at its discretion, conduct public meetings to inform the community about the site at any time after the contract is executed until the certificate of completion is issued.

B. GGSC agrees to enhance the public knowledge of the site response activities by:

- a. Erecting a sign(s) at each entrance onto the Property from any public road, thoroughfare, navigable waterway, or other location routinely accessible by the public. The sign(s) shall be erected not later than one day after publication of any public announcement about the site placed by the Department in any newspaper of general circulation in the community.
- b. The sign will state "Voluntary Cleanup Project by Greater Greenville Sanitation Commission under Voluntary Cleanup Contract 08-5734-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities and planned reuse under the NRP contract and contact information, including

telephone number and address, for a representative of GGSC and the Department. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432". All required lettering on the sign must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the site without intruding onto the Property.

- c. Within 10 days after erecting the sign, GGSC shall furnish to the Department photographs of the sign along with a site location drawing showing the sign location(s). Photograph(s) of the sign(s) shall be taken from no closer than the edge of the publicly-accessible road, waterway, etc. and should include an appropriately sized scale reference so that Department may determine the size of the sign and effectiveness of the lettering. GGSC agrees to revise the sign if the Department determines the sign is not legible.
 - d. GGSC must maintain the sign(s) in legible conditions and visible locations throughout the duration of the contract period until a certificate of completion is issued on the site.
 - e. In the event that any sign must be removed to accommodate building or grading activities, GGSC shall replace the sign within two days. If the sign cannot be restored to the original location, GGSC may relocate it to another location meeting the conditions specified above.
- C. All costs incurred by the Department for public participation (e.g., public notice(s), building and equipment rental(s) for public meetings, etc.) will be paid by GGSC.

11. The terms and conditions of this Contract apply to and shall inure to the benefit of each signatory and its Non-Responsible Party lenders, parents, subsidiaries, and successors, including new purchasers, lessees, heirs, and beneficiaries but only to the extent that such parties have never been a Responsible Party at the Site and the Department. The Department shall be notified in writing upon transfer of ownership

of the Property.

12. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation not a signatory of this Contract or a signatory's NRP lenders, parents, subsidiaries, and successors, including new purchasers, lessees, heirs, and beneficiaries.
13. Nothing in this Contract is intended to limit the right of the Department to undertake future response actions at the Site or to seek to compel parties other than GGSC and its NRP lenders, parents, subsidiaries, and successors, including new purchasers, lessees, heirs, and beneficiaries to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.
14. The Department, its authorized officers, employees, representatives, and all other persons performing response actions will not be denied access to the Property during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). GGSC and subsequent owners of the Property shall ensure that a copy of this Contract is provided to any lessee successor or other transferee of the Property.
15. As provided for by S.C. Code Ann. § 44-56-200 (2002) and S.C. Code Ann. § 44-56-750 (D) (2002), GGSC shall, on a quarterly basis, reimburse the Department for oversight costs of activities required under this Contract. Oversight costs include but are not limited to the direct and indirect costs of negotiating the terms of this Contract, reviewing Work Plans and reports, supervising corresponding work, and

public participation. The Department may, at its discretion, waive the reimbursement requirement for oversight costs other than the direct costs incurred for public participation for public and/or non-profit entities. Payments will be due within thirty (30) days of receipt of the Department's invoice. Invoices shall be submitted to:

Boyd Greene, Director of Finance
Greater Greenville Sanitation Commission
1501 West Washington Street
Greenville SC

16. The Department and GGSC agree that the following are entitled to protection from contribution claims as provided by CERCLA § 113(f)(2), 42 U.S.C. §§ 9613(f)(2); S.C. Code Ann. § 44-56-200 (2002) and S.C. Code Ann. § 44-56-750 (2002 and Supp. 2005): GGSC, its NRP lenders, parents, subsidiaries, and successors, including new purchasers, lessees, heirs, and beneficiaries. A thirty (30) day comment period for contribution protection commences upon notice of this Contract to Responsible Parties at the Site as identified by the Department through a reasonable search effort.
17. The Department and GGSC agree that the following are entitled to protection from third-party claims for equitable relief or damages relating to "Existing Contamination" at the Site, as provided by S.C. Code Ann. § 44-56-750 (2002 and Supp. 2005): GGSC, its NRP lenders, parents, subsidiaries, and successors, including new purchasers, lessees, heirs, and beneficiaries. This limitation on liability does not apply to any contamination, releases, and consequences caused by GGSC or its NRP lenders, parents, subsidiaries, and successors, including new purchasers, lessees, heirs, and beneficiaries. Furthermore, this limitation of liability is effective on the date this contract is executed by the Department, but will be automatically withdrawn if this contract is lawfully terminated by either party.

18. GGSC or subsequent owners working under this Contract shall enter into and record a restrictive covenant after the actions required under this Contract are completed. At a minimum, the restrictive covenants shall prohibit use of the groundwater for drinking water supply and shall require analysis of groundwater used for irrigation, as detailed in paragraph 25 below. Other restrictive covenants may be deemed appropriate if hazardous substances in excess of residential standards exist at the Property after the actions required under this Contract are completed. The executed restrictive covenants shall be incorporated into this Contract as an Appendix and shall be subject to the following provisions:
- A. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and an authorized representative of GGSC or subsequent owners working under this Contract and witnessed, signed, and sealed by a notary public. The fully executed restrictive covenant shall be filed with the Register of Mesne Conveyance or Deeds in Greenville County by GGSC or subsequent owner executing the instrument, and a copy of the restrictive covenant shall be provided to the Department showing that the document has been filed and showing the book and page number where it has been recorded by the county.
 - B. With the approval of the Department, the restrictive covenant may be modified in the future if additional remedial activities are carried out that meet appropriate clean up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable.
 - C. The Department may require GGSC or subsequent owners to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occur.
 - D. GGSC or the single individual or entity responsible for coordinated compliance monitoring shall file an annual report with the Department by May 31st of each year detailing the current land uses and compliance with the restrictive

covenants for as long as the restrictive covenant remains in effect on the affected property. The report may be submitted in a manner prescribed by the Department.

19. Two (2) years after the execution date of this Contract, GGSC or subsequent owner of the Property shall provide a report to the Department summarizing its redevelopment activities and any other information that demonstrates that the activities performed pursuant to this Contract have been beneficial to the State, the community, and the Department.
 - A. The report may be submitted in a form and manner prescribed by the Department and shall document, at a minimum, the following information concerning the Property:
 - B. Whether the redevelopment is complete and the Property has been restored to use;
 - C. The current use of the Property, the number of permanent jobs created on the Property, and the estimated increase in jobs in the surrounding community as a result of the redevelopment;
 - D. The amount of increase to the tax base;
 - E. The amount of soil or other environmental media removed or remediated on the Property; and,
 - F. The total cost of all environmental work performed on the Property since the inception of the Contract;
 - G. In the event that redevelopment of the Property has not been completed within two years of the execution date, GGSC shall provide a written narrative to the Department summarizing its best efforts to place the Property into productive use. GGSC shall have a continuing obligation to provide an updated narrative by May 31st of each succeeding year until such time as the redevelopment is complete.

20. Upon successful completion of the terms of this Contract as referenced in Paragraphs 4, 5 and 18 above, GGSC shall submit to the Department a written notice of completion. As part of this notice, GGSC shall report the costs of all environmental work and the total amount invested in the site for property acquisition and capital improvements. Once the Department determines satisfactory completion of the Contract terms, the Department, as provided by CERCLA § 113(f)(2), 42 U.S.C. §§ 9613(f)(2); S.C. Code Ann. § 44-56-200 (2002) and S.C. Code Ann. § 44-56-750 (2002 and Supp. 2005), will give GGSC a Certificate of Completion that provides a covenant not to sue GGSC, its NRP lenders, parents, subsidiaries, and successors, including new purchasers, lessees, heirs, and beneficiaries for Existing Contamination, except for releases and consequences caused by GGSC or its NRP lenders, parents, subsidiaries, and successors, including new purchasers, lessees, heirs, and beneficiaries. In consideration of the protections from the Department, GGSC and its lenders, parents, subsidiaries, and successors, including new purchasers, lessees, heirs, and beneficiaries agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site, except for those claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.
21. GGSC specifically denies any responsibility for response costs or damages resulting from Existing Contamination and does not, by signing this Contract, waive any rights that it may have to assert any claims in law or equity against any other person, company, or entity with respect to the Site. However, GGSC and its lenders, parents, subsidiaries, and successors, including new purchasers, lessees, heirs, and beneficiaries are responsible and liable for any and all contamination, releases, and consequences they cause or contribute to the Site. Should environmental contamination neither previously-identified nor identified during the performance of response actions required under this Contract be discovered at the Site after the

execution date of the Certificate of Completion, the burden is on GGSC or its NRP lenders, parents, subsidiaries, and successors, including new purchasers, lessees, heirs, and beneficiaries to demonstrate to the Department's satisfaction that the contamination, releases, and consequences were not caused by GGSC or its NRP lenders, parents, subsidiaries, and successors, including new purchasers, lessees, heirs, and beneficiaries.

22. GGSC or subsequent owners of the Property and the Department each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Contract to the other party. Should GGSC or subsequent owners of the Property elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that any environmental or physical hazard created by GGSC shall be stabilized and/or mitigated such that the Property does not pose a hazard to human health or the environment that did not exist prior to any initial response action addressing contamination identified in this Contract.
23. The Department may terminate this Contract only for cause, which may include, but is not limited to, the following:
 - A. Events or circumstances at the Property that are inconsistent with the terms and conditions of this Contract;
 - B. Failure to complete the terms of this Contract or the Work Plan;
 - C. Failure to submit timely payment for oversight costs as defined in Paragraph 15 above,
 - D. Additional contamination or releases or consequences caused by GGSC or its lenders, parents, subsidiaries, and successors, including new purchasers, lessees, heirs, and beneficiaries;

- E. Providing the Department with false or incomplete information or knowing failure to disclose material information;
 - F. Change in GGSC's, its lenders', parents', subsidiaries', and successors', including new purchasers', lessees', heirs', and beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract.
 - G. Failure by GGSC or subsequent Non-Responsible Party owner of the Property to obtain the applicable permits from the Department for any response actions or its intended operations.
24. Upon termination of the Contract, the covenant not to sue, contribution protection, and liability protection will be null and void. However, if the lenders, parents, subsidiaries, and successors, including new purchasers, lessees, heirs, and beneficiaries provide false or incomplete information or if its business activities change such that they are inconsistent with the terms and conditions of this Contract, then the covenant not to sue, contribution protection, and liability protection shall become null and void only as to the lenders, parents, subsidiaries, and successors, including new purchasers, lessees, heirs, and beneficiaries involved in the action giving rise to the termination without affecting the protections provided by this Contract to the previous Non-Responsible Parties and other NRP lenders, parents, subsidiaries, and successors, including new purchasers, lessees, heirs, and beneficiaries.
25. Groundwater and/or surface water from the Property may be used for irrigation provided that such use is consistent with the Department's applicable laws or water capacity management plans in effect at the time. Irrigational use of groundwater on the Property is subject to the following:

- A. A representative groundwater sample from each irrigation well in use on the Property shall be collected upon first being into service, and once per year thereafter for ten years.
 - B. Each irrigation well sample shall be analyzed for the EPA Target Compound List Volatile Organics (Methods SW-846 8260) and the results submitted annually to the Director, Division of Hydrogeology, Bureau of Land and Waste Management, SCDHEC.
 - C. The analytical results shall be for informational purposes only by the Division of Hydrogeology and shall not constitute cause to require further action of GGSC or any subsequent Non-Responsible Party owner of the Property.
 - D. The Division of Hydrogeology may irrevocably reduce or suspend the requirements for testing and reporting by providing written notification to GGSC without modification of this Contract.
26. The signatories below hereby represent that they are authorized to and do enter into this contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND
ENVIRONMENTAL CONTROL**

BY: _____
Robert W. King, Jr., P.E.
Deputy Commissioner
Environmental Quality Control

DATE: _____
Columbia, South Carolina

Daphne Neel, Chief
Bureau of Land and Waste Management

DATE: _____

Approved by Office of General Counsel

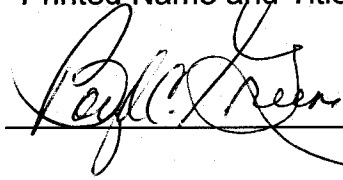
DATE: _____

Greater Greenville Sanitation Commission

BY:  _____

DATE: 4-2-08

CECIL J. LEVINER, EXECUTIVE DIRECTOR
Printed Name and Title

BY:  _____

DATE: 4-2-08

BOYD GREENE, DIRECTOR OF FINANCE
Printed Name and Title